

IN THE SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
Civil Division

DISTRICT OF COLUMBIA, Plaintiff, v. SPRING HILL REAL ESTATE, LLC, <i>et al.</i> , Defendants.	Case No. 2020 CA 002911 B Judge Hiram E. Puig-Lugo
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CONSENT ORDER

This Consent Order (Order) is entered into between plaintiff the District of Columbia (the District) and defendants Spring Hill Real Estate, LLC (Spring Hill) and Piedad Suarez (Suarez) (collectively, defendants) to resolve the above-captioned case. The District, Spring Hill and Suarez (collectively, the Parties) agree to the entry of this Order.

I. THE PARTIES

1. Plaintiff the District of Columbia, a municipal corporation, is the local government for the territory constituting the permanent seat of the government of the United States. The District is represented by and through its chief legal officer, the Attorney General for the District of Columbia. The Office of the Attorney General for the District of Columbia is authorized to investigate, file, and resolve legal actions seeking injunctive relief, restitution, civil penalties, attorney's fees, and costs for violations of the District of Columbia's laws, including the District of Columbia Human Rights Act (DCHRA), D.C. Code § 2-1401.01 *et seq.*

2. Defendant Spring Hill is a limited liability real estate company that provides services in the Washington metropolitan area.

3. Defendant Suarez is a District-licensed real estate salesperson and agent of Spring Hill.

II. THE DISTRICT'S ALLEGATIONS

4. The District alleges as follows:

- a. The DCHRA provides that “it shall be an unlawful discriminatory practice to [make] any ... statement, or advertisement, with respect to a transaction, or proposed transaction, in real property ... [that] unlawfully indicates or attempts unlawfully to indicate any preference, limitation, or discrimination based on the ... source of income ... of any individual.” D. C. Code § 2-1402.21(a)(5). Rental payment from a Section 8 voucher is a source of income under the DCHRA. *See* D.C. Code § 2-1402.21(e) (expressly defining “source of income” broadly to encompass income from all legal sources, including funding from Section 8 of the United States Housing Act of 1937”; D.C. Code § 2-1402.02(29) (expressly defining “source of income” to include “federal payments”); OHR Guidance No. 16-01 (stating that source of income includes “short- and long-term rental subsidies” such as “Housing Choice Vouchers”).
- b. The DCHRA also provides that “it shall be an unlawful discriminatory practice to “refuse or fail to initiate or conduct any transaction in real property” where such refusal or failure is “wholly or partially ... based on the actual or perceived ... race ... of any individual.” D.C Code § 2-1402.21(a)-(a)(1). Over 90 percent of voucher holders in the District are African American.

- c. The DCHRA also provides that any real estate salesperson or broker that violates the discrimination provisions of the DCHRA is a danger to the public interest. *See* D.C. Code § 2-1402.23.
- d. On or before February 10, 2020 defendant Suarez, acting under the brokerage of defendant Spring Hill, posted a discriminatory advertisement for 1325 Belmont Street N.W., Washington, D.C. 20009 (the Property). The advertisements stated that the Property was a five-bedroom, three-bath townhouse available to rent in the District for \$5,500. The advertisements stated that the Property was “NOT APPROVED for Voucher Program of DC Housing.” The advertisements were posted on Apartments.com, Coldwellbankerhomes.com, Hotpads.com, Realtor.com, Trulia.com and Zillow.com.
- e. Defendants’ statements in the Property’s online postings that they would not rent to Housing Choice Voucher holders—“ NOT APPROVED for Voucher Program of DC Housing”—is a discriminatory advertisement based on the source of income of individuals in violation of D.C. Code § 2-1402.21(a)(5).
- f. Defendants’ advertising and refusal to accept voucher holders is also a discriminatory practice against African Americans in violation of D.C. Code § 2-1402.21(a)-(a)(1).
- g. As a real estate brokerage, defendant Spring Hill’s discriminatory acts are violations of the DCHRA and therefore have endangered the public interest.
- h. As a registered real estate salesperson, defendant Suarez’s discriminatory acts are a violation of the DCHRA and therefore have endangered the public interest.

III. DEFENDANTS' POSITION

5. Defendants state as follows:

- a. Defendants deny all liability in this case. Defendants disagree with and dispute the District's factual assertions in Section II, above.
- b. Defendants do not admit to any violation(s) of law or regulation and defendants deny any intent to discriminate when placing the subject advertisement for rent of the Property.
- c. When placing the subject advertisement with Bright multiple listing service, ("Bright MLS"), defendants intended to convey accurately the status and eligibility of the Property (as owned by defendants' clients) for the District's Housing Choice Voucher program.
- d. Defendants did not place advertisements with any of the six (6) online advertisers as alleged in ¶¶ 26-35 of the Complaint. Rather, defendants only advertised the Property for rent through the services of Bright MLS.
- e. There was no racial discrimination or intent by defendants to discriminate on the basis of race.
- f. Defendants have no prior history of any complaints and they expressly do not admit to any liability or wrongdoing in this matter.

IV. THE PARTIES' AGREEMENT

6. The Parties disagree as to the facts of this case, but in an effort to resolve this case without further litigation, the Parties agree to settle this matter without acknowledgment of wrongdoing. The Parties voluntarily agree to the entry of this Order without trial or adjudication of any issue of fact or law as a full and final compromise settlement of all claims that the District

has brought or could have brought in this case, and the District will take no further enforcement action against defendants as a result of the facts alleged in Case No. 2020 CA 002911 B. Nothing in the terms of this Consent Order shall be construed as an admission of wrongdoing by defendants, nor as an admission by the District that its claims are not well-founded.

V. APPLICATION

7. The provisions of this Order shall apply to Spring Hill and its principals, officers, directors, and employees operating in the normal course of their employment with Spring Hill. The provisions of this Order shall also apply to independent contractors who provide real estate brokerage services on behalf of Spring Hill when such contractors are offering services in the District on behalf Spring Hill.

8. The provisions of this Order, including all terms of injunctive relief set forth herein, shall apply to Spring Hill for so long as Spring Hill offers services in Washington, D.C.

VI. INJUNCTIVE TERMS

9. Defendants shall not engage in any practice with respect to its real estate services in the District, including the posting of advertisements, that violates the DCHRA, D.C. Code § 2-1402.21.

10. Defendants shall not post advertisements that either expressly or implicitly indicate any preference against housing voucher holders.

11. For so long as Spring Hill continues to offer services in the District, Spring Hill shall maintain written policies that reflect the District of Columbia's laws regarding discrimination based on source of income and other protected categories under D.C. Code § 2-1402.21. Spring Hill shall provide the policies required under this paragraph to all current employees, management, and corporate officers. Within the first 14 days of an individual's employment, Spring Hill shall

provide the policies as required under this paragraph to all new employees hired after the date of this Order. Spring Hill shall also provide the policies required under this paragraph to the District within 30 days of this Order.

12. Within 60 days of this Order, and on at least an annual basis for so long as Spring Hill continues to offer services in the District, Spring Hill shall provide training to all employees and management on D.C. Code § 2-1402.21 regarding discrimination based on source of income and other protected categories, and on the District's fair housing laws.

13. For a period of three years after entry of this Order, on an annual basis, defendants shall submit to the District a sworn statement identifying any complaints received by defendants alleging a violation of the DCHRA, either formally or informally, and either in writing or orally. The statement shall include: (i) the date of the complaint and alleged incident; (ii) a summary of the complaint and alleged incident; and (iii) the remedial measures taken by defendants with respect to the complaint and alleged incident.

14. For a period of three years after entry of this Order, the defendants shall maintain records of all advertisements, notices, signs, or statements of available properties posted by either defendant, to be available for inspection by the District.

VII. MONETARY PROVISIONS

15. Within 30 days of the date of the entry of this Order, Defendants shall pay the District a total of \$6,930.67 (Six Thousand Nine Hundred and Thirty Dollars and Sixty Seven Cents) and a subsequent annual payment of \$6,930.67 (Six Thousand Nine Hundred and Thirty Dollars and Sixty Seven Cents) over each of the next two years, to equal a total payment of \$20,792 (Twenty Thousand Seven Hundred and Ninety Two Dollars) to resolve all claims related to the claims that the District has brought or could have brought in this case. Payment under this

paragraph shall be by wire transfer, made payable to the D.C. Treasurer and delivered to the District.

VIII. ADDITIONAL TERMS

16. This Order represents the full and complete terms of the settlement entered by the Parties.

17. The Parties will file a stipulation of dismissal with prejudice pursuant to Rule 41(a)(1)(A)(ii) of the Superior Court Rules of Civil Procedure upon delivery of the initial payment to the District identified in paragraph 15 of this Order and the policies identified in paragraph 11.

18. The Parties may apply to the Court to modify this Order by agreement at any time.

19. This Order shall be considered effective and fully executed on the date that the Court enters this Order. This Order may be executed in counterparts, and copies of signature pages transmitted electronically shall have the same effect as originals of those signature pages.

20. All notices under this Order shall be provided to the following address by first class and electronic mail, unless a different address is specified in writing by the party changing such address:

For the District:

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Nadeen Saqer
Assistant Attorney General
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For Defendants Spring Hill and Suarez:

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FOR THE DISTRICT OF COLUMBIA:

KARL A. RACINE
Attorney General for the District of Columbia

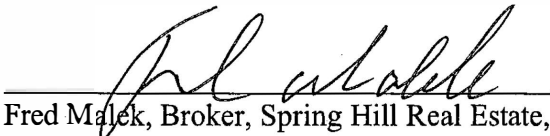
KATHLEEN KONOPKA
Deputy Attorney General
Public Advocacy Division



WILLIAM F. STEPHENS
Assistant Deputy Attorney General
Public Advocacy Division


Dated: August 17, 2021

FOR SPRING HILL REAL ESTATE, LLC AND PIEDAD SUAREZ:



Fred Malek, Broker, Spring Hill Real Estate, LLC

Dated: 8-17-21



Piedad Suarez, Real Estate Salesperson,
Spring Hill Real Estate, LLC

Dated: 8/17/2021

IT IS SO ORDERED, ADJUDGED AND DECREED.

Date

The Honorable Hiram E. Puig-Lugo
Judge, The Superior Court of the
District of Columbia